

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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ADMIRAL INSURANCE COMPANY,
Plaintiff,

Index No.: 10-cv-1884

-v-

ANSWER

KENNETH GOLDEN ESQ., EAM LAND SERVICES,
INC., AND PSS SETTLEMENT SERVICES L.L.C.,

Defendants.

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Defendant EAM Land Services, Inc., named as an alleged necessary party defendant but against which no relief is sought (the “Defendant” or “EAM Land”), by its attorneys, LaMonica Herbst & Maniscalco, LLP (“LH&M”), as and for its answer to the Complaint for Rescission and Declaratory Judgment (the “Admiral Complaint”) of Plaintiff Admiral Insurance Company (“Plaintiff”) dated April 27, 2010, respectfully answers as follows:

PARTIES

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 36, 37, 38, 39, 40, 41 and 42 of the Admiral Complaint.

2. Admits the allegations contained in paragraph 4 of the Admiral Complaint except that EAM Land is a citizen of New York.

3. Admits the allegations contained in paragraph 25 of the Admiral Complaint to the extent that a Verified Complaint was filed in the Supreme Court of Nassau County, New York and otherwise denies the remaining allegations set forth herein.

4. Admits the allegations contained in paragraph 31 of the Admiral Complaint to the extent that EAM Land filed a Complaint (“EAM Land Complaint”) commencing litigation in the

Supreme Court of Nassau County, New York in an action assigned index no. 09-025102, and thereafter amended the EAM Land Complaint (the “Amended EAM Land Complaint”) and otherwise deny the remaining allegations set forth therein.

5. Admits the allegations contained in paragraph 32 of the Admiral Complaint to the extent that ten (10) causes of action were asserted in the Amended EAM Land Complaint, and respectfully refers this Court to the Amended EAM Land Complaint for its precise meaning and content thereof, and otherwise denies the remaining allegations set forth herein.

6. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of the Admiral Complaint, and respectfully refers this Court to the EAM Land Complaint and the Amended EAM Land Complaint for its precise meaning and content thereof.

7. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of the Admiral Complaint, and respectfully refers this Court to the EAM Land Complaint and the Amended EAM Land Complaint for its precise meaning and content thereof.

8. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the Admiral Complaint, and respectfully refers this Court to the EAM Land Complaint and the Amended EAM Land Complaint for its precise meaning and content thereof.

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraphs 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, and 67 of the Admiral Complaint.

WHEREFORE, EAM Land Services respectfully requests that the Court grant it the following relief against the Plaintiff:

- A. Dismissal of the Complaint; and
- B. Such other and further relief as this Court may deem just and proper.

Dated: Wantagh, New York

July 26, 2010

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